

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SANFORD F. YOUNG,  
Plaintiff,

C.A. No: *1:08CV5402(LTS)*

v.  
EXPERIAN INFORMATION SOLUTIONS, INC.;  
*et al.*  
Defendants.

**EQUIFAX INC.'S  
ANSWER AND DEFENSES TO  
VERIFIED COMPLAINT**

-----X ELECTRONICALLY FILED

Equifax Inc., by counsel and for its answer and defenses to the Complaint, states as follows:

**ANSWER**

1. To the extent this paragraph calls for a response from Equifax Inc., Equifax Inc. denies that plaintiff can state a claim under the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* ("FCRA") or under a state and/or common law claim against it and denies that plaintiff is entitled to the damages sought in this action.

2. Equifax Inc. denies the allegations Paragraph 2 as they pertain to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. Equifax Inc. denies the allegations contained in Paragraph 3 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. To the extent that Plaintiff can maintain this action, which Equifax Inc. denies, it admits that jurisdiction is proper in this Court.

**THE PARTIES**

5. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint.

6. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. Equifax Inc. admits that it is a Georgia corporation with its principal place of business in Atlanta, Georgia. Equifax Inc. denies the remaining allegations contained in Paragraph 7 of Plaintiff's Complaint.

8. Equifax Inc. admits the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of Plaintiff's Complaint.

10. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11. Equifax Inc. denies that it is a consumer reporting agency as that term is defined by the FCRA.

12. Equifax Inc. admits the allegations contained in Paragraph 12 of Plaintiff's Complaint.

13. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint.

**AS AND FOR A FIRST CAUSE OF ACTION**

14. In response to Paragraph 14 of Plaintiff's Complaint, Equifax Inc. restates and incorporates in responses to paragraphs 1 – 13 as though fully set forth herein.

15. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint.

16. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint.

18. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiff's Complaint.

19. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of Plaintiff's Complaint.

20. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint.

21. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Complaint.

22. Equifax Inc. denies the allegations contained in Paragraph 22 as they pertain to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Complaint.

24. Equifax Inc. denies the allegations contained in Paragraph 24 of Plaintiff's Complaint as it relates to Equifax. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 24 of Plaintiff's Complaint.

25. Equifax Inc. admits the allegations contained in Paragraph 25 of Plaintiff's Complaint as it relates to Equifax. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 25 of Plaintiff's Complaint.

26. Equifax Inc. admits the allegations contained in Paragraph 26 of Plaintiff's Complaint as it relates to Equifax. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 26 of Plaintiff's Complaint.

27. Equifax Inc. denies the allegations contained in Paragraph 27 as they pertain to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27 of Plaintiff's Complaint.

28. Equifax Inc. denies the allegations contained in Paragraph 28 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of Plaintiff's Complaint.

29. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiff's Complaint.

31. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint.

32. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint.

33. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint.

34. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of Plaintiff's Complaint.

35. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. Equifax Inc. denies the allegations contained in Paragraph 36 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 36 of Plaintiff's Complaint.

37. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of Plaintiff's Complaint.

39. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of Plaintiff's Complaint.

40. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of Plaintiff's Complaint.

41. Equifax Inc. denies the allegations contained in Paragraph 41 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of Plaintiff's Complaint.

43. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of Plaintiff's Complaint.

44. Equifax Inc. denies the allegations contained in Paragraph 44 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. Equifax Inc. denies the allegations contained in Paragraph 45 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 45 of Plaintiff's Complaint.

46. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. Equifax Inc. denies the allegations contained in Paragraph 47 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. Equifax Inc. denies the allegations contained in Paragraph 48 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. Equifax Inc. denies the allegations contained in Paragraph 49 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. Equifax Inc. denies the allegations contained in Paragraph 50 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. Equifax Inc. denies the allegations contained in Paragraph 51 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. Equifax Inc. denies the allegations contained in Paragraph 52 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 52 of Plaintiff's Complaint.

53. Equifax Inc. denies the allegations contained in Paragraph 53 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 53 of Plaintiff's Complaint.

**AS AND FOR A SECOND CAUSE OF ACTION**

54. In response to Paragraph 54 of Plaintiff's Complaint, Equifax Inc. restates and incorporates in responses to paragraphs 1 – 53 as though fully set forth herein.

55. Equifax Inc. denies the allegations contained in Paragraph 55 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. Equifax Inc. denies the allegations contained in Paragraph 56 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 56 of Plaintiff's Complaint.

**AS AND FOR A THIRD CAUSE OF ACTION**

57. In response to Paragraph 57 of Plaintiff's Complaint, Equifax Inc. restates and incorporates in responses to paragraphs 1 – 56 as though fully set forth herein.

58. Equifax Inc. denies the allegations contained in Paragraph 58 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 58 of Plaintiff's Complaint.

59. Equifax Inc. denies the allegations contained in Paragraph 59 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 59 of Plaintiff's Complaint.

**AS AND FOR A FOURTH CAUSE OF ACTION**

60. In response to Paragraph 60 of Plaintiff's Complaint, Equifax Inc. restates and incorporates in responses to paragraphs 1 – 59 as though fully set forth herein.

61. Equifax Inc. denies the allegations contained in Paragraph 61 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 61 of Plaintiff's Complaint.

**AS AND FOR A FIFTH CAUSE OF ACTION**

62. In response to Paragraph 62 of Plaintiff's Complaint, Equifax Inc. restates and incorporates in responses to paragraphs 1 – 61 as though fully set forth herein.

63. Equifax Inc. denies the allegations contained in Paragraph 63 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 63 of Plaintiff's Complaint.

64. Equifax Inc. denies the allegations contained in Paragraph 64 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 64 of Plaintiff's Complaint.

65. Equifax Inc. denies the allegations contained in Paragraph 65 as they pertain to Equifax Inc.. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 65 of Plaintiff's Complaint.

66. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 of Plaintiff's Complaint.

67. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of Plaintiff's Complaint.

Equifax Inc. denies that Plaintiff is entitled to any of the relief set forth in Plaintiff's Complaint.

**DEFENSES**

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax Inc. pleads the following defenses to the Complaint:

**FIRST DEFENSE**

Plaintiff's Complaint fails to state a claim against Equifax Inc. upon which relief can be granted.



**SECOND DEFENSE**

Plaintiff's damages, if any, were not caused by Equifax Inc. ; but rather, they were caused by another person or entity for whom or for which Equifax Inc. is not responsible.

**THIRD DEFENSE**

Some or all of plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. § 1681h(e).

**FOURTH DEFENSE**

At all pertinent times, Equifax Inc. acted in good faith and without malice or intent to injure plaintiff.

**FIFTH DEFENSE**

At all pertinent times, Equifax Inc. maintained reasonable procedures to ensure maximum possible accuracy in its credit reports.

**SIXTH DEFENSE**

Equifax Inc. has complied with the provisions of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, in its handling of plaintiff's credit file, , and is entitled to each and every defense afforded to it by that statute.

**SEVENTH DEFENSE**

Plaintiff has failed to mitigate his damages.

**EIGHTH DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

**NINTH DEFENSE**

Equifax Inc. reserves the right to plead additional defenses that it learns of through the course of discovery.

**TENTH DEFENSE**

Plaintiff's complaint seeks the imposition of punitive damages. Equifax Inc. adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

**ELEVENTH DEFENSE**

As a defense, Equifax Inc. asserts that some or all of plaintiff's claims are barred by qualified immunity.

WHEREFORE, having fully answered or otherwise responded to the averments contained in Plaintiff's Complaint, Equifax Inc. prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against plaintiff;
- (2) That Equifax Inc. be dismissed as a party to this action;
- (3) That Equifax Inc. recover from plaintiff its expenses of litigation, including attorneys' fees; and
- (4) That Equifax Inc. recover such other and additional relief, as the Court deems just and appropriate.

Dated: New York, New York

June 20, 2008

KING & SPALDING LLP

By: 

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Counsel for Equifax Inc.

**CERTIFICATE OF SERVICE**

I certify that on June 20, 2008, the foregoing EQUIFAX INC.'s ANSWER AND DEFENSES was electronically filed in accordance with the Federal Rules of Civil Procedure and/or the Southern District's Local Rules; and a true copy was served upon counsel of record by depositing same in the United States mail, with sufficient postage thereon to insure delivery, and addressed as follows:

Sanford F. Young, Pro Se  
Law Offices of Sanford F. Young, P.C.  
225 Broadway, Suite 2008  
New York, NY 10007

This 20<sup>th</sup> day of June, 2008.

A handwritten signature in cursive script, reading "Jessica Lark Brown", written over a horizontal line.